

Online Business Banking Terms and Agreement

Resolved, that the person executing the attached Agreement and Enrollment Form is hereby authorized, on behalf of this Commercial Customer and in its name, to execute and deliver said forms, and to thereby bind the Commercial Customer to the Bank's Internet Banking Agreement, as amended from time to time, for the purpose of enabling representatives of this Commercial Customer to obtain account information, perform fund transfers between Commercial Customer's account(s) through the use of one or more passcodes.

Resolved, that each person named on the attached Enrollment Form, acting alone, is hereby authorized to act on the Commercial Customer's behalf in all matters relative to Commercial Customer's passcodes, including but not limited to the right to (i) establish additional passcode IDs on the Commercial Customer's behalf, (ii) terminate or cancel any/all existing passcodes, (iii) change the Commercial Customer's account(s) associated with passcode ID, (iv) change the activity level of an account associated with any passcode, (v) name additional persons who will have maintenance authority over Commercial Customer's passcodes, or terminate the authority of any person with maintenance authority over Commercial Customer's passcode.

Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as the Bank is concerned until three (3) business days after the Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by the Bank prior thereto; and

Resolved, that this authorization supercedes any resolution, signature card or other document currently on file with the Bank that limits authority over any specific account or over Commercial Customer's accounts with the Bank. This authorization shall remain in full force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity of a Primary Administrator or the authority of any person to use a passcode must specifically state that it relates to passcodes and must specifically describe the termination or change requested.

By executing the Enrollment Form, the Commercial Customer of *BankFinancial*, NA (referred to as "you" or "yours") agrees to the following terms and conditions of enrollment in the Internet banking network maintained by *BankFinancial*, NA (referred to as the "Bank"):

The following services will be available:

- Balance Inquiry
- Transfer of funds between accounts
- E-mail to the Bank
- Stop Payments

Other services may be available from time to time in the future. By using these services as they become available, you agree to be bound by the terms and conditions contained in the Agreement. Notification of the availability of these services will be made on the Bank's website: www.bankfinancial.com.

- You will allow the Bank a reasonable time in which to complete your enrollment once you submit the necessary forms, including the Enrollment Form and Internet Banking

- Resolution form. You will allow the Bank a reasonable time in which to process any service requests you make through the Internet banking network.
- Once you have completed the Enrollment Form and Internet Banking Resolution form and you have selected a passcode/personal identification number (PIN) for access to the Internet banking network, you will be solely responsible for the use by anyone of the Internet banking system who utilizes your correct passcode. The Bank will have no duty to further verify the identity of any Internet banking system user with a valid passcode. The Bank will act on instructions received under your passcode.
- As the appropriate authorized representative of the Commercial Customer of *BankFinancial*, NA, you are solely responsible for maintaining the addition or deletion of any users of the Internet banking system with access to your passcode.
- The Bank has the right to monitor and review all banking activity conducted on its Internet banking system.
- You will be responsible for any service charges accrued in your use, or use by any user with access to your passcode. These service charges may be deducted from your account. A schedule of Internet banking service charges is available at any branch or on *BankFinancial's* website: www.bankfinancial.com. The Bank reserves the right to change the charges, fees or other terms described in this Agreement.
- You agree that neither the Bank nor any Internet service providers you utilize to access the Bank's Internet banking network shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or Internet browser or Internet access providers. Nor shall the Bank or any service provider be responsible for any direct, indirect, special or consequential, economic or other damages arising out of your use of the Bank's Internet banking network..
- You agree that the Bank is not responsible for any damage occasioned by instructions the Bank receives from a user using your correct passcode. You authorize the Bank to act on all instructions received under your passcode and to deduct any service charges directly from your account balance as accrued. You also agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or a user with your correct passcode. This includes liability for the Bank's costs to collect the deficit including reasonable attorneys' fees.
- The Bank reserves the right to discontinue the Internet banking network, or any of the services referenced in paragraph 1, at any time, including any new services offered at a later date.
- This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Illinois.
- The applicable account disclosure statements also govern each of your accounts at the Bank.
- The Bank reserves the right to change the charges, fees or other terms or conditions set forth in the Agreement.

BankFinancial, NA is required by law to provide the following notice: Federal law prohibits commercial deposit accounts from receiving deposits or other credits relating to the operation of an illegal Internet gambling business.